

REMARKS

The present amendment is in response to the Office Action dated July 15, 2004. Claims 1-27 are now present in this case. Claims 1, 5, 22, and 26 are amended.

The applicants wish to indicate that the present application has been assigned to a new entity. A copy of the assignment is enclosed herewith for the Examiner's reference. Furthermore, the applicants wish to indicate that responsibility for prosecution of the present application has been transferred to a new law firm. A revocation/substitute power of attorney will be filed in the near future.

The Office Action objects to the disclosure for informalities. Specifically, the Office Action states that the application is missing line numbers on the abstract, specification, and claims, and further states that a preferred format for numbering the claims is to number each line of every claim. In view of the fact that the present patent counsel does not have access to an electronic copy of the application, the preparation of a substitute specification to include line numbers would be unduly burdensome. In addition, the applicants respectfully submit that there is no "preferred format" for submitting a patent application. The format of the patent application is dictated by 37 C.F.R. § 1.52, which does not require line numbers for the abstract, specification, or claims. Accordingly, the applicants kindly request that the objection to the disclosure be withdrawn.

The Office Action objects to claim 1 as containing a misspelled word and objects to claims 22 and 26 for missing a period at the end of the sentence. The applicants wish to express their appreciation to the Examiner for detecting these typographical errors. Claims 1, 22, and 26 have been amended in accordance with the Examiner's suggestions.

Claims 1-12 and 19-27 stand rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 6,631,122 to Arunachalam et al. The applicants respectfully disagree with the assessment Arunachalam and its applicability to the claimed invention. Although Arunachalam addresses similar problems with respect to quality of service (QoS) in a computer network, Arunachalam takes a markedly different approach and utilizes an entirely different system architecture in approaching this

problem. Specifically, it should be noted that Arunachalam utilizes a high level QoS manager. For example, Figure 2 illustrates a single QoS manager 205 for each IP network. Furthermore, Arunachalam states that “a QoS manager 205 is connected to its respective IP service.” (See column 4, lines 3-4.) As illustrated in Figure 2, the service level, resource and policy negotiation takes place at a system level between the QoS manager 205 for the router based IP network and the QoS manager 205 for the IP-over-ATM/FR network.”

It should be noted that Arunachalam appears to contain contradictory statements that make it impossible to determine the precise nature of the overall architecture. For example, Arunachalam’s description of Figure 2 describes a QoS Agent, but does not illustrate such an agent in Figure 2. Figure 3 illustrates a QoS Agent 301 under control of the QoS manager 205. Arunachalam states that “QoS agent is depicted as separate functional block from QoS agent.” (See column 4, lines 45-46.) It is impossible to interpret the functionality of two identically named elements that are not shown as separate functional blocks and, indeed, are not even illustrated in Figure 2. Misdescriptions notwithstanding, Figure 3 of Arunachalam makes it clear that the negotiations occurs between the QoS manager 205 and a peer QoS manager 205 via a communication link 202.

In sharp contrast to Arunachalam, claim 1 recites *inter alia* “creating a QoS negotiation request for a client application at a client QoS negotiator.” Arunachalam does not teach or suggest a QoS negotiator at the client level. Claim 1 further recites “transmitting the QoS negotiation request from the client QoS negotiator to a server QoS negotiator.” As discussed above, Arunachalam does the negotiation communication at a system level and does not teach or even suggest transmitting a QoS negotiation request from a client QoS negotiator to a server QoS negotiator.

In addition, claim 1 recites “adjusting server QoS parameters in response to the QoS negotiation request.” Arunachalam makes no mention of adjusting server QoS parameters in response to the QoS negotiation request. The Office Action cites column 11, lines 17-30 as describing such a process. This is incorrect. The cited portion of Arunachalam describes a renegotiation process if a user is unsatisfied by the received QoS. Although it is called a negotiation, Arunachalam describes a process in

which a request for a QoS upgrade is made if possible. This implies a “take it or leave it process” process rather than a negotiation of a requested QoS. Finally, claim 1 recites “connecting the client application to a server application using the connection information and the server QoS information.” Arunachalam is silent with respect to the QoS requirements of applications executing on the client and the server. For these reasons, claim 1 is clearly allowable over Arunachalam. Claims 2-4 are also allowable in view of the fact that they depend from claim 1, and further in view of the recitation in each of those claims.

Claim 5 is directed to techniques for providing a dynamic profile for a client. Claim 5 recites *inter alia* “receiving an application profile request from a client application” as well as “constructing a QoS request for the client application based at least in part on the application profile” and “transmitting the QoS request to a server.” Arunachalam does not teach or suggest receiving an application profile request. The sections of Arunachalam cited as teaching such a request do not, in fact, address a client application or receiving an application profile request from a client application. Column 4, lines 16-42 of Arunachalam generically describe a Diff-Serve architecture and briefly describes routing policies for fault handling, load balancing, real-time accounting, and the like. Client applications and the process of receiving an application profile request from a client application is not ever mentioned in this section of Arunachalam. Column 5, lines 54-67 describes QoS requirements for an over-the-air interface and briefly describes general process of negotiations between a wireless network and a wireline network. This section does not ever consider a client application or the process of receiving an application profile request. Finally, column 8, lines 17-30 describe a renegotiation process if the user is unsatisfied with the received QoS. No mention is made of a client application or the process of receiving an application profile request. In view of the fact that Arunachalam does not consider a client application or receiving an application profile request, Arunachalam cannot possibly be considered as teaching or even suggesting “constructing a QoS request for the client application based at least in part on the application profile” or “transmitting the QoS request to a server.” Accordingly, claim 5 is clearly allowable over Arunachalam. Claims 6-9 are

also allowable in view of the fact that they depend from claim 5, and further in view of the recitation in each of those claims.

Claim 10 is a method claim that recites *inter alia* “receiving a QoS request originating from a client at the server” as well as “constructing a QoS response containing connection information and server QoS information.” As noted above with respect to claim 1, Arunachalam does not teach or suggest negotiations between a client and a server. Rather, Arunachalam is directed to negotiations between networks at a system level. Claim 10 also recites adjusting parameters in response to the QoS request and transmitting a QoS response to the client and “connecting a server application residing at the server to a client application based upon the connection information and server QoS information.” As noted above, Arunachalam does not teach or suggest negotiations at the client-server level. Furthermore, Arunachalam does not teach or suggest connecting the server application to a client application based on the connection information and the server QoS information, as recited in claim 10. Accordingly, claims 10-12 are clearly allowable over Arunachalam.

Claim 19 is directed to a generic quality of service architecture and recites *inter alia* “a client QoS negotiator in communication with a client application” as well as “a server QoS negotiator in communication with a server application.” As discussed in detail above, Arunachalam does not teach or suggest any negotiation on the client-server level, but merely describes a system level negotiation between a wireless network and a wireline network. None of the cited sections of Arunachalam teach or describe negotiation at the client-server level. Accordingly, claim 19 is clearly allowable over Arunachalam. Claims 20-27 are also allowable in view of the fact that they depend from claim 19, and further in view of the recitation in each of those claims.

Claims 13-18 are rejected under 35 U.S.C. § 103(a) as obvious in light of Arunachalam. The applicants respectfully disagree with this assessment and Arunachalam’s applicability to the claimed invention.

Specifically, Arunachalam does not suggest “a client information storage unit” or a “proxy information storage unit” or “an application profile information storage unit.” As discussed in detail above, Arunachalam is directed to a system level negotiation process between a wireless network and a wireline network. Arunachalam

does not teach or suggest three separate information storage units, such as recited in claim 13.

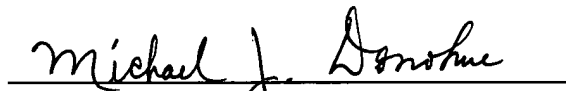
Furthermore, Arunachalam does not suggest three separate means for storing (*i.e.*, means for storing transport QoS profile information, means for storing per-protocol QoS profile information, and means for storing QoS map order information). For these reasons, claim 13 is clearly allowable over Arunachalam. Claims 14-18 are also allowable in view of the fact that they depend from claim 13, and further in view of the recitation in each of those claims.

In view of the above amendments and remarks, reconsideration of the subject application and its allowance are kindly requested. If questions remain regarding the present application, the Examiner is invited to contact the undersigned at (206) 628-7640.

Respectfully submitted,

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A handwritten signature in cursive script, reading "Michael J. Donohue", is written over a horizontal line.

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